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ABSTRACT

The collective bargaining agreement between Curry College and the Curry College chapter (75 members) of the American Association of University Professors (AAUP) covering the period September 1984 to August 1986 is presented. Items covered in the agreement include: unit recognition and definitions, academic freedom, no discrimination, exchange of information, agent's rights, agency shop, payroll deduction, health and safety, fringe benefits, hours and workload, salaries, governance, grievance procedure, arbitration, disciplinary action, management rights, retrenchment, no strike/lockout, and the rights of the college and the union to reopen the agreement. Fringe benefits include: campus health services, educational benefits, child care, retirement, credit union, health/dental insurance, leaves of absence, long-term disability, life insurance, and professional liability insurance. Specific topics include: full-time faculty teaching load; class size; lecturer's requirements; overload; summer hours; supervision of tutorials, reading/independent study, independent studio, and field experience; salaries by rank, calculating salaries; promotion raises; compensation for librarians and part-time music faculty; overload compensation; responsibilities of media services directors, divisional chairperson, and subject area coordinator; initial and special appointments; reappointments; and evaluation committees. (SW)

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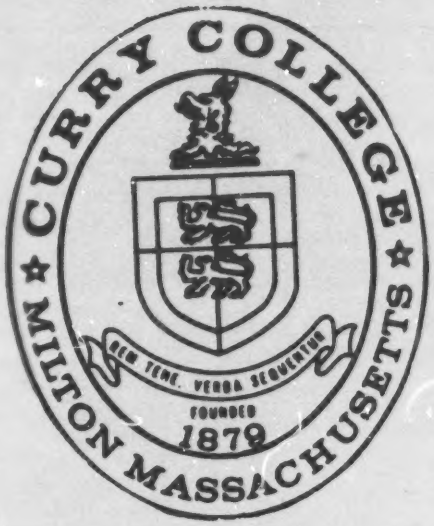

AGREEMENT BETWEEN CURRY COLLEGE AND CURRY COLLEGE AAUP

1984-86

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ARTICLE 1

RECOGNITION OF AGENT

The College recognizes the Curry AAUP as the exclusive agent for the purpose of representing the Faculty (see 2.1 below) employed at the College for all matters pertaining to wages, hours, standards of productivity and performance, and other terms of conditions of employment.

ARTICLE 2

DEFINITIONS

As used in this agreement:

2.1 "Faculty" means all full-time faculty (including the Director of Academic Advising, Director of Athletics, Division Chairpersons and Coordinators, Director of the Library and all full and part-time professional librarians, Director of Physical Education and Intramurals, Director of Media Services, Director of Field Experience Education, Director of Essential Skills Center, Director of PAL and all full-time PAL instructors), and all part-time faculty, who have taught at least one (1) division or CLL course for which credit is given in any three (3) of the last four (4) semesters, all part-time PAL faculty who have taught three (3) of the last four (4) semesters, and all part-time professional librarians who have been employed by the College for three (3) of the last four (4) semesters, but excluding all other employees (President of the College, Dean of the College, Assistant to the Dean of the College, Director of Registrarial Services, Director of Lifelong Learning, Director of Student Life, professional counselors, house directors, Controller, Director of Purchasing, Director of Admissions, Director of Financial Aid, Director of Development, Director of Public Relations, administrative assistants, office employees, maintenance employees, security guards, and supervisors).

2.2 "Academic Year" means the period of time beginning with the first faculty meeting in the Fall semester (usually the day before registration) and, excluding legal holidays and College vacations, concluding one week after Commencement.

2.3 "AAUP" means the Curry College Chapter of the American Association of University Professors.

2.4 "College" means Curry College.

2.5 "Dean" means Dean of the College, the designated representative of the College for negotiations with the AAUP.

2.6 "AFEC" means All Faculty Evaluation Committee (see 13.9 and 14.4).

2.7 "DEC" means Division Evaluation Committee (see 13.15).

2.8 "FWC" means Faculty Welfare Committee (see 13.9 and 14.5).

2.9 "Full-time bargaining unit member" means a faculty member for whom the College is the principal place of employment and who teaches twelve (12) contact hours a semester, unless otherwise stipulated in this contract.

ARTICLE 3

ACADEMIC FREEDOM

The College and the AAUP endorse the section of Academic Freedom from the 1940 Statement of Principles on Academic Freedom and Tenure (as developed by the American Association of University Professors and the Association of American Colleges) which is quoted below:

A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties: but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

C. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

(Both the AAUP and the College stipulate that "he" means "he" or "she.")

ARTICLE 4

NO DISCRIMINATION

There shall be no discrimination against any faculty member or against any applicant for a faculty position on the grounds of race, color, sex, marital status, religion, national origin, physical handicap, age, sexual preference, political belief or political affiliation.

ARTICLE 5

EXCHANGE OF INFORMATION

5.1 The College and the AAUP agree to consider and to acknowledge all requests for information properly submitted by one to the other.

5.2 All written communications from the College to the AAUP shall be sent by the Dean to the President of the AAUP. All written communications from the AAUP to the College shall be sent by the President of the AAUP to the Dean.

5.3 A copy of all letters of appointment issued by the College to members of the bargaining unit shall be made available to the President of the AAUP by October 15 and February 25 of each year, or within thirty (30) days of the College's receipt of signed letters of appointment, whichever is earlier. The AAUP may make xerox copies of these letters of appointment.

5.4 The Dean or the Dean's designee will meet monthly with the President of the AAUP for the purpose of discussing matters of concern to either party.

ARTICLE 6

AGENT'S RIGHTS

6.1 The AAUP may, with due notice, conduct official business at the College, provided that this business does not interfere with normal College operations.

6.2 The AAUP may, with due notice, use College buildings for meetings provided it complies with such reasonable rules and regulations relating to the use of such buildings as are applicable to all members of the College community.

6.3 The AAUP may use inter-collegiate mail, audio-visual equipment, duplication and telephone services for communication to members of the Faculty and for other business. These services will be provided to the AAUP at cost, provided such use does not conflict with the normal requirements of the College.

6.4 The AAUP may post notices of its activities and matters of AAUP concern on bulletin boards at the following locations agreed upon between the AAUP and the College: Faculty Building, Faculty Lounge, Science Building, Library, ~~Learning Center, Kennedy Building.~~

6.5 The AAUP may at regular Faculty meetings publicize chapter business and make announcements pertaining to AAUP activities.

6.6 The AAUP will, upon reasonable notice, be provided information and data by the College concerning the wages, hours, fringe benefits, and terms and conditions of employment of members of the Faculty. Such information will be provided on or about October 15th, based on the September payroll, and/or at other reasonable times.

6.7 The AAUP will be allowed reasonable time to process grievances during normal working hours, provided normal College operations are not interrupted.

6.8 Within thirty (30) days of the ratification and signing of this agreement one hundred and fifty (150) copies of this agreement will be reproduced by the College and given to the AAUP. The cost of such reproduction shall be borne equally by the College and the AAUP.

6.9 The AAUP will be provided with a detailed copy of each approved annual College budget and a copy of each annual Audit Report, as soon as such information is available.

6.10 The AAUP will be provided with a full copy of the report the College submits to the accreditors and with a full copy of each re-accreditation report on the College by evaluators such as the New England Association.

6.11 Since the AAUP has historically been a professional organization, participation in AAUP activities shall be credited as College service in the same manner that other professional service is credited.

ARTICLE 7

AGENCY SHOP

7.1 The College and the AAUP hereby agree that all employees covered by the contract shall pay to the AAUP a bargaining assessment fee or its equivalent whether or not they are members of the AAUP.

7.2 Bargaining unit members who choose not to become members of the AAUP or to pay the bargaining fee because of bona fide moral or conscientious objections will pay an amount equal to the bargaining fee to a campus student scholarship fund, with awards from the fund made in accordance with standard student financial aid guidelines.

ARTICLE 8

PAYROLL DEDUCTION

8.1 The College agrees to deduct the AAUP dues, or the agency fee or the contribution in lieu thereof (provided for in Article 7) from the salary paid to each faculty member who so authorizes, according to the form reproduced in 8.2.

8.2 Sample Form:

Authorization for Payroll Deduction

AAUP Dues

(Date)_____

By_____
(Name of Employee)

To Curry College:
Payroll Department

Effective (date)_____, I hereby request and authorize you to deduct from my earnings each month an amount equal to 1/12 of the annual National AAUP dues.

_____
(Employee's initials)

and in addition, an amount equal to 1/12 of the annual amount of the Curry College Chapter of the AAUP dues, agency fee, or scholarship contribution in lieu thereof as provided in the College-AAUP Agreement. (Please circle the option you have chosen, and enter the appropriate amount.)

a. AAUP dues ($)

b. Agency fees ($)

c. Scholarship contribution in lieu thereof ($)

_____
Employee's initials

All deductions shall be paid to the Treasurer of the Curry College Chapter of the AAUP, except for contributions to the scholarship fund, which shall be retained by the College. These deductions may be terminated by my giving a 60 day written notice in advance or upon termination of my employment at the College.

(Signature Required)

8.3 A unit member may consent in writing to the authorization of the deduction of the dues or agency fee or contribution in lieu thereof from his/her wages and to the designation of the AAUP as the recipient thereof. A unit member may withdraw his/her authorization by giving at least 60 days notice in writing to the Controller. The AAUP will notify the College from time to time of the appropriate amount or rate of dues, agency or contribution in lieu thereof.

8.4 Dues or agency fee or the contribution in lieu thereof shall be deducted in twelve equal monthly installments commencing in the first payroll period immediately following the ratification of this agreement or whenever a unit member shall so request.

8.5 The College shall furnish to the Treasurer of the AAUP, no later than the fifteenth day of each month, a statement of all AAUP dues and fees and all contributions in lieu thereof which have been deducted for the previous month from the salaries paid to faculty members who have authorized these deductions. A check for the dues and fees deducted, payable to the AAUP, shall accompany this statement.

8.6 The AAUP will indemnify and hold the College harmless for any action the College takes pursuant to this article.

ARTICLE 9

HEALTH AND SAFETY

The College agrees to provide working conditions that meet health and safety standards provided for in applicable state and federal statutes. When a condition is found not be meet such standards, the College agrees to remedy such conditions as soon as possible. No faculty member shall be compelled to work under unreasonable safety or health standards.

ARTICLE 10

FRINGE BENEFITS

10.1 Campus Health Clinic

The College extends to all members of the bargaining unit who become ill during working hours the use of all campus health facilities including treatment without charge by the College physician(s) or by the College health care provider during regular "sick call" hours. Bargaining unit members may consult the nurse whenever the health clinic is open. If a bargaining unit member requires further care, he/she will obtain this follow-up care from his/her own health care provider.

10.2 Cafeteria

The College agrees that the charge to all bargaining unit members for meals in the cafeteria will remain, for the duration of this Agreement, $1.65 per meal.

10.3 Educational Benefits

A. Full-time faculty and senior lecturers, their spouses, and dependent children may enroll in all College courses on a tuition-free space-available basis. There shall be no limit placed on the number of courses such persons may take at the College. Lecturers who are unit members, their spouses, and dependent children may enroll in courses on a tuition-free space-available basis up to the number of courses taught by the lecturer in any academic year.

B. Full-time faculty and senior lecturers who have retired after at least seven years of service to the College, their spouses and dependent children; and the spouses and dependent children of full-time faculty and senior lecturers who die while employed at the College and who have served the College for at least three years prior to their death, are entitled to the same benefits outlined in 10.3.A.

C. The College will affiliate with the Tuition Exchange Program so that full-time faculty and senior lecturers, their spouses, and dependent children may attend other colleges and universities on a tuition-free basis in exchange for the same service to be provided to families of faculty at other schools.

10.4 Professional Advancement Fund

A. The College agrees to establish a professional advancement fund of not less than $6,500 per academic year for use by bargaining unit members to attend scholarly and professional meetings, to pay fees for library use at other institutions, and so forth.

1. $5,000 of this amount shall be designated for the use of full-time unit members.

2. $1,500 of this amount shall be designated for the use of part-time unit members.

3. Should awards to part-time unit members not exhaust the $1,500, the remainder will revert to the Fund for awards to full-time unit members.

4. Dispersement from this fund shall be governed solely by the Faculty Welfare Committee.

5. The fund shall not be subject to budget freeze and shall exist in addition to travel allocations in divisional budgets.

B. Dean's Fund for Professional Advancement

The College also agrees to establish a fund of not less than $3,500 per year to be known as the Dean's Fund for Professional Advancement. This fund will be used to support bargaining unit members who wish to undertake special projects which will directly benefit both the unit member(s) and the academic programs of the College. Dispersement from this fund shall be at the discretion of the Dean in consultation with the divisional chairpersons.

10.5 Child Care

A. The College and the AAUP will cooperate in the provision of a day care facility on campus. The AAUP and the College agree to maintain a joint committee which will research, propose, and evaluate child care arrangements for children of bargaining unit members.

B. The College agrees to provide the following in support of the day care facility:

1. The space (and utilities and maintenance thereof) required for a licenseable day care facility that conforms to the standards established by the Commonwealth of Massachusetts, and

2. The cost of salaries, benefits, and related expenses necessary to staff the center in accordance with the aforementioned standards.

C. Admission policy

1. Admission to the day care center shall be guaranteed to all pre-school children of bargaining unit members, provided that such unit members apply for enrollment, provide the requisite deposit, and comply with any other admission policies by the deadlines established by the center.

2. Pre-school children of non-bargaining unit members may be admitted to the center on a space-available basis after children of unit members have been accommodated. Admission of children of non-unit members will be subject to licensing regulations of the Commonwealth of Massachusetts and the approval of Curry College.

D. Pre-school children of all unit members attending the center shall be at a cost to the unit member of no more than $1.00 per hour. The College agrees to pay the remainder of the cost.

10.6 Retirement Plan

The College agrees to maintain its current affiliation with the TIAA retirement plan and to make the plan available to bargaining unit members on the following basis:

A. All bargaining unit members who are at least 3/4 time or who derive their primary income from the College, are eligible for participation in the TIAA retirement plan. Such participation shall be entirely voluntary.

B. The College will contribute $1.00 for every $1.00 contributed by an eligible unit member (10.6.A), with the College's contribution not to exceed 5% of the unit member's regular annual salary. A unit member may make contributions exceeding 5% of his or her regular annual salary, but only the first 5% thereof shall be matched by the College in the manner described above.

C. The percentage of the unit member's salary to be contributed to TIAA will be the personal decision of each unit member.

D. Any increase in the salary of a bargaining unit member will automatically result in increased contributions by both the unit member and the College to that unit member's TIAA retirement contract.

E. The College will deduct from the payroll check of each bargaining unit member who so authorizes a percent of his or her annual salary, will add its contribution, consistent with 10.6.B., and will forward the total amount to TIAA as premiums on the retirement annuity contracts.

10.7 Credit Union and Banking Privileges

A. The College agrees to maintain a payroll deduction program with a licensed credit union, such credit union to be approved annually by the AAUP and to be available to all bargaining unit members.

B. The College agrees to make available direct deposit of payroll checks for all bargaining unit members who request such deposits, provided their banks are affiliated with the N.E.C.

10.8 Parking and Travel Costs

A. The College agrees to continue providing at no charge automobile parking stickers which enable all bargaining unit members to park cars in any of the designated College parking lots.

B. The College agrees to pay parking fees for members of the bargaining unit who incur such costs while teaching or supervising students in off-campus programs.

C. The College agrees to reimburse unit members for mileage at the rate of 20¢ per mile for travel between temporary work sites and campus, or home (whichever is less).

D. Approved expense sheets signed by the divisional chairperson must be submitted to the Controller's Office.

10.9 Health Insurance

A. The College will affiliate with and provide a minimum of two group health plans for bargaining unit members who are at least 3/4 time or who derive their primary income from the College. These programs will include:

1. at least one traditional health insurance plan, and
2. at least one health maintenance organization plan (HMO).

B. The College will pay, for eligible bargaining unit members (10.9.A), the total cost of individual health insurance under the traditional insurance plan.

C. Each eligible bargaining unit member may select the traditional health insurance plan (Guardian) or the HMO (Baystate) and may select individual or family coverage.

1. Unit members selecting the HMO will pay the difference between the amount the College contributes to Guardian per unit member and the cost of the HMO for an individual or family on the group rate.

2. Unit members selecting Guardian family health insurance coverage will pay the difference between the cost of family coverage and the College's full contribution to such coverage for each unit member.

3. Under no circumstances shall the deductible paid by a bargaining unit member on the Guardian plan exceed $100.00 per individual or family during a calendar year.

D. Payment for psychiatric or psychological counseling services shall be at a rate up to $[illegible]0. per session, with maximum payment per year not to exceed $500 to any insured individual.

E. The AAUP and the College agree to maintain a joint committee which will research, propose, and evaluate health insurance and HMO plans for the bargaining unit.

F. Under no circumstances will any health insurance plan or HMO plan adopted at the College provide reduction in insurance benefits from the presently existing plan.

10.10 Dental Insurance

A. The College shall pay the cost in full of dental insurance coverage for eligible members of the bargaining unit (10.9.A). Unit members selecting family dental insurance coverage shall pay the difference between the cost of family coverage and the College's contribution to such coverage for each unit member.

B. If the College changes dental insurance plans, the new plan will maintain comparable benefits, as determined by the College and the AAUP Health Insurance Committee.

10.11 Leaves of Absence

A leave of absence of up to one year shall not be considered an interruption of service to the College when eligibility for rolling contract, promotion, retirement, or salary increment is being considered.

A. Sabbatical Leave:

In recognition of the need for continuing professional growth outside the College, the College agrees that full-time members of the bargaining unit shall be granted sabbatical leaves under the following conditions:

1. Eligibility

a. Full-time bargaining unit members begin accumulating years credited toward sabbatical leave from the date of their initial full-time appointment.

b. Full-time bargaining unit members are entitled to apply for a one-year or one-semester sabbatical leave at the beginning of their sixth year of full-time service at the College or as otherwise provided in this contract.

c. Full-time bargaining unit members who had been employed by the College for at least nine (9) years prior to January 1, 1981 shall be entitled to apply for a second sabbatical leave no less than three (3) years after having been granted their first sabbatical leave. Thereafter they shall be entitled to apply for a sabbatical leave every six (6) years.

2. Wages and benefits

a. A sabbatical leave provides, at the choice of the bargaining unit member, full salary for one semester, or half salary for two semesters.

b. The College will pay all individual fringe benefits for bargaining unit members on sabbatical leave, consistent with the provisions of this article.

3. Application and approval procedure

Any full-time bargaining unit member seeking a sabbatical shall submit a request to the appropriate DEC one year in advance of the semester when the sabbatical is to commence. Such requests

must be submitted to the DEC by September 15 (for a sabbatical commencing the following fall semester) or by February 15 (for a sabbatical commencing the following spring semester). In evaluating applications for sabbaticals, the DEC shall consider the candidate's demonstration that a sabbatical leave will contribute significantly to his/her professional growth. Recommendations of a unit member for a sabbatical leave must be forwarded, with documentation, by the DEC to the Dean by October 15 or March 15, respectively. Acceptance or rejection of such a recommendation shall be communicated in writing to the unit member, AFEC, the DEC, and the President of the AAUP no later than November 15 or April 15, respectively. Should the College reject an application for sabbatical leave, the Dean shall submit in writing, to the parties mentioned above, the reasons for the rejection. Should a unit member's application for a sabbatical leave be denied twice by the College, s/he may file a grievance with AFEC in accordance with Article 14. Grievance procedures shall be completed and the decision of the College shall be made by December 15 or May 15, respectively.

4. Policies for granting sabbaticals

a. Number:

Each academic year the College shall provide for

(1) two (2) full-year sabbaticals and four (4) half-year sabbaticals with two (2) in each semester, or

(2) any combination of full-year and half-year sabbaticals, the aggregate duration of which is no more than four (4) full-year sabbaticals.

b. Priority

Unit members who had been employed by the College at least nine (9) years prior to January 1, 1981 and have not previously been granted a sabbatical leave shall have priority in consideration for their first sabbatical. Only after the applications of such candidates, if any, have been approved or rejected by the College shall the applications of other candidates be considered.

5. Replacement of courses:

Courses which would otherwise be taught by a unit member on sabbatical leave shall be given

a. subject to available funds for a one-semester sabbatical at full pay, or

b. to the extent of funds equal to half of the year's salary for a year's sabbatical at half pay.

In the case of 10.11.A.5.b., any monies remaining from the available funds after allocation to courses shall be transferred from the division accounts to the Dean's contingency.

B. Personal Leave

1. Regular

a. Bargaining unit members who are full-time faculty members or senior lecturers are eligible to take a personal leave of absence of up to one year in length after every six years of service to the College.

b. Eligible bargaining unit members (10.11.B.1) begin accumulating years credit toward personal leave from the date of their initial appointment.

c. Notice of intent to take a regular personal leave of absence shall be submitted six months in advance of such leave.

d. A regular personal leave is a leave of absence without pay but with all individual fringe benefits granted, consistent with the provisions of this article.

2. Special

a. All members of the bargaining unit are entitled to a special personal leave of absence for reasons such as (though not limited to) jury duty, family illness or death, or other personal or family emergency.

b. Requests for such leaves shall be submitted to the appropriate divisional chairperson and approval shall not be unreasonably withheld.

c. Bargaining unit members will, whenever feasible, submit requests for special personal leave in advance but the College recognizes the emergency nature of some such requests. A request for special personal leave will not be unreasonably jeopardized because of short notice.

d. A special personal leave shall be without loss of pay or individual fringe benefits.

3. Part-time

a. A full-time bargaining unit member may elect to become part-time for a period not to exceed one year.

b. Such changes in status shall be entirely voluntary and in no way jeopardize the full-time appointment of a bargaining unit member.

c. Requests for such changes in status shall follow the guidelines set forth in 10.11.B.2.

d. During the time period that a full-time bargaining unit member becomes part-time, the following conditions will apply:

1. The College will pay all individual fringe benefits for the bargaining unit member, consistent with the provisions of this article.

2. The salary of the bargaining unit member will be reduced only by the amount required to pay the wages of his/her replacement(s), but with the total salary not less than 1/4 the bargaining unit member's total annual salary.

e. Bargaining unit members who are taking a personal part-time leave shall normally continue to perform other duties associated with full-time service to the College, such as advising.

C. Sick Leave

In the event of illness, the College will pay the regular monthly salary and consistent with the provisions of this article, provide all individual fringe benefits for bargaining unit members for a period of ninety (90) consecutive days after the onset of the illness. If the illness continues beyond three months, the Long-term Disability Plan (10.12) will go into effect.

D. Maternity and Paternity Leaves

1. Maternity leave shall be granted at the option of a bargaining unit member who is an expectant mother for a period of six weeks before the delivery date through six weeks after delivery.

2. For a bargaining unit member whose spouse is an expectant mother, paternity leave shall be granted for two (2) weeks following delivery of the child.

3. A bargaining unit member shall be granted a six (6) week maternity leave or a two (2) week paternity leave following the adoption of a child under 2 years 9 months of age.

4. During such leaves the College will pay the regular monthly salary and all individual fringe benefits for bargaining unit members, consistent with the provisions of this article.

5. Leaves taken pursuant to this provision shall not prevent an otherwise eligible bargaining unit member from taking a regular personal leave or a special personal leave or a part-time personal leave.

a. Should a bargaining unit member who adopts a child be required by the adoption agency to take a leave of absence longer than that specified in 3 above, the College agrees to grant the unit member an additional leave of absence without pay but with all individual fringe benefits consistent with Article 10 for the number of weeks necessary to fulfill the agency's requirement. Such a leave shall not affect the unit member's eligibility for any other personal leave provided in 10.11.B.

6. The College agrees to conform to all state and federal statutes, regulations, and guidelines regarding pregnancy, in accord with Article 4 ("No Discrimination") of this agreement.

10.12 Long-Term Disability

In the event of long-term disability and following the expiration of sick leave benefits, the College agrees either to pay 70% of the bargaining unit member's monthly salary to a maximum of $2,000 per month and provide full benefits or arrange the equivalent to be paid through an extended disability insurance plan.

A. The College will pay in full for eligible bargaining unit members the cost of such a long-term disability plan.

B. For the entire duration of a bargaining unit member's long-term disability, the College will provide:

1. life insurance
2. individual and/or family health insurance
3. TIAA contributions

consistent with the provisions of this article.

C. Such a member must be at least 3/4 time or derive his/her primary income from the College.

10.13 Life Insurance

The College will provide and pay in full for each eligible bargaining unit member a $30,000 life insurance policy. To be eligible, a member must be at least 3/4 time or derive his/her primary income from the College.

10.14 Grants and Professional Support

A. The College agrees to provide student assistance, secretarial assistance, xeroxing, mailing, and necessary supplies for all bargaining unit members engaged in professional research, writing, and grant applications.

B. The College agrees to maintain a Development Office which will gather and provide literature and information to bargaining unit members regarding available grants. Such office will assist bargaining unit members in applying for grants.

C. The College and the AAUP agree to establish a joint committee to review and to grant release time from teaching and other responsibilities for those bargaining unit members engaged in professional research and other projects.

D. The College agrees to support those members of the bargaining unit who wish to sponsor meetings of professional organizations on campus by providing classroom space and custodial services free of charge and catering and other services at cost, provided that such use does not conflict with regularly scheduled activities of the College. It is further understood that all such activities shall be coordinated with the appropriate College offices (e.g., Student Activities, the Conference Center), and conducted in full compliance with established rules and regulations governing all functions on campus.

10.15 Professional Liability Insurance

The College agrees to provide members of the bargaining unit with professional liability insurance in the amount of $2,000,000 per occurrence.

ARTICLE 11

HOURS AND WORKLOAD

11.1 The required teaching load of a full-time bargaining unit member, unless otherwise stipulated in this agreement, shall not exceed twelve (12) contact hours per semester, with not more than three different courses per semester.

A. For science laboratories and for fine arts ensembles, a teaching contact hour shall be equivalent to each hour spent by the faculty member in the laboratory or teaching the ensemble.

B. Nursing clinicals:

1. For nursing clinicals, a teaching contact hour will be equivalent to each hour and a quarter spent by the faculty member in a clinical setting.

2. A bargaining unit member who supervises two groups of students in a clinical setting will be credited with an additional teaching contact hour.

C. PAL unit members: The required teaching load of a full-time PAL unit member shall not exceed 20 tutorial contact hours per week with a student load not to exceed 18 students, arranged on the following basis:

1. Each PAL unit member shall be expected to meet his/her 18 students for at least three hours per week grouped in accordance with the students' needs as determined by the unit member with the approval of the Coordinator and Director.

2. In cases where a PAL unit member is teaching fewer than 20 tutorial contact hours per semester, he/she may provide alternate service as mutually agreed upon by the unit member, the Director, and the Dean.

3. Every attempt will be made to balance the number of tutorial contact hours among PAL unit members.

4. When a PAL unit member works with consultant/supportive students, these students will be assigned in the following manner: 2 participating consultant students = 1 regular PAL student.

D. If a unit member participates equally and fully in a team taught course (meaning s/he attends all classes and equally shares the teaching), then s/he will receive the same contact hour credit as if s/he had taught that course alone.

E. CLL-sponsored courses shall not usually be included in the calculation of a full-time unit member's required teaching load (exceptions to be agreed upon by both the College and the unit member). Nor shall the teaching of CLL-sponsored courses enable

a part-time unit member to obtain full-time status, as long as the unit member does not derive her/his primary income from the College.

CIL-sponsored courses for which credit is given shall, however, be counted in the process of determining when a faculty member is entitled to membership in the bargaining unit (2.1).

11.2 Each full-time faculty member shall also be expected to fulfill the following requirements:

A. Serve as the adviser to students assigned by the Director of Academic Advising and maintain accurate records of advisory activity for each advisee, with the exception of librarians who shall have no advisees.

1. The Director of Academic Advising shall make every effort to balance the advising load among faculty. No faculty member shall be required to advise more than twenty (20) students.

2. Those full-time faculty members who do not have advisees can provide alternate service as mutually agreed upon by the unit member and the Dean.

B. Provide such accurate and timely reports and materials (e.g. mid-semester warnings, final semester grades, and course syllabi) as shall be required by the offices of the Dean and Registrar.

C. Attend one divisional meeting and one college-wide faculty meeting per month during the academic year.

D. Schedule a minimum of four office hours per week at a variety of times chosen to accommodate student needs. Faculty members will be expected to increase their office hours as necessary during advance registration and other extraordinary periods.

E. In lieu of the office hours required above and attendance at division meetings, responsibilities for PAL faculty shall include the following requirements:

1. Provide a summative evaluation of each student's progress at the end of each semester.

2. Attend weekly PAL meetings during the academic year.

3. Schedule a minimum of two office hours per week to accommodate student needs.

4. Assist in administering tests and exams during final exam periods as scheduled. Every attempt will be made to distribute a fair and equitable assignment of supervisory hours during the exam periods.

F. Participate in Parents Weekend, Commencement, a special convocation, and one Faculty Workshop per academic year.

G. Refrain from administering any examination, written or oral, during the week of classes immediately preceding the designated final exam period.

H. Participate (from time to time) in extra-curricular activities designed to aid the Admissions officers and the Coordinator of Junior College Articulation in their efforts to attract more students to the College (e.g., attending receptions for accepted students, making guest presentations in secondary schools, etc.).

11.3 The following exceptions to 11.1 and 11.2 shall apply:

A. Divisional chairpersons shall teach six teaching contact hours per semester.

B. Subject area coordinators shall teach nine teaching contact hours per semester.

C. The President of the AAUP or his or her alternate shall teach nine teaching contact hours per semester.

D. The Vice President for Collective Bargaining of the AAUP shall teach nine contact hours during semesters when collective bargaining takes place.

E. The Director of Field Experience shall teach six contact hours.

F. The Director of PAL and the Coordinator of PAL shall have no required teaching responsibilities, in accord with 13.7.A and B.

G. The Director of Academic Advising shall teach six (6) teaching contact hours per semester.

H. The Director of the Essential Skills Center shall teach three (3) teaching contact hours per semester.

I. The Director of Media Services shall teach twelve (12) contact hours per year.

J. The Director of Radio shall teach six (6) teaching contact hours per semester.

K. The Director of Athletics shall teach four (4) half-semester physical education courses per semester.

L. The Director of Physical Education and Intramurals shall teach the equivalent of six (6) contact hours of physical education courses per semester.

M. The chairpersons of the following elected faculty committees shall receive a reduction of three classroom contact hours for one semester of the academic year in which they serve as committee chairpersons: Academic Affairs Committee, Equivalent Education Committee.

N. Coordinators of clinical nursing courses shall receive a one (1) contact hour load reduction for each semester during which they coordinate a course.

O. A unit member holding two or more of the above-listed positions shall be entitled to a total reduction in course load equal to the sum of the two largest of the reductions to which s/he would otherwise be entitled.

P. All other exceptions and equivalencies shall be worked out between the faculty member and the chairperson by mutual agreement; if such agreement cannot be reached, the Dean and the President of the AAUP shall be consulted.

11.4 Size of classes:

A. Every attempt will be made to assure that the class sizes listed below are not exceeded:

1. Twenty students in science laboratory sections.

2. Fifteen students in writing workshops, language skills, and voice and diction classes.

3. Twelve students in classes designated as seminars.

4. Fifteen students in broadcasting and psychology laboratory sections.

5. Twenty-five students in "Introduction to Fine Arts," communication, and other written communication courses.

6. For the clinical component of nursing courses, the faculty-student ratio shall not exceed 1:8.

7. Twenty students in Physical Education activity classes.

B. No course of fewer than eight students will be taught unless:

1. The course is a required and/or sequential part of a major, or

2. Approval of the chairperson and the Dean is given.

C. In cases where a faculty member is teaching fewer than the requisite number of credits because of a course cancellation, such things as tutorials or special projects for the division or the College may be substituted by mutual agreement of the faculty member, the chairperson, and the Dean (see 11.1).

D. A faculty member and the chairperson may mutually set a maximum enrollment for a course.

E. No faculty member teaching four courses shall be required to teach more than one hundred students per semester. Faculty members with reduced teaching loads (11.3) shall be required to teach no more than an average of 25 students for each three contact hour course taught. This limit cannot be exceeded without the written consent of the faculty member and the approval of the chairperson and the Dean.

F. No faculty member will be required to teach more than fifty students in a single course or section of a course. This limit cannot be exceeded without the consent of the faculty member and the approval of the chairperson and the Dean. (See overload compensation [12.12.0] for procedures and rates.)

G. To unit members who teach private music instruction, the following stipulations shall apply:

1. In cases where private instruction is credited toward the teaching load of a full-time faculty member, such credit shall be determined on the basis that one studio contact hour equals one teaching contact hour.

2. Appropriately-equipped private music studios shall be provided and maintained by the College for use by instructors and by students registered for private music instruction.

11.5 Times of Employment:

A. Workload and hours within each division shall be planned so that members of the division can, if needed, provide courses throughout the day and evening of each semester. The scheduling of courses shall be the responsibility of the subject area coordinators and division chairpersons in consultation with the faculty members involved. Such scheduling shall be consistent with the College scheduling principles and subject to the approval of the College Scheduling Committee. The Scheduling Committee shall be composed of the Director of Academic Advising, the Vice Chairperson of the Faculty, the Registrar, and the Assistant to the Dean.

B. No faculty member may be required to work on Saturday or Sunday, except as stipulated in this contract. The College shall, however, have the right to schedule Saturday final exams.

C. Classes will be scheduled so that the beginning of a faculty member's first class and the ending of his/her last class on any day shall not be more than eight hours apart.

D. Classes will be scheduled so that between the end of the last class on one day and the beginning of the first class on the succeeding day there are at least twelve hours.

E. To assure that the responsibility of staffing evening courses, which are a necessary part of the total academic program, are shared equally by the faculty as a whole, unit members may be expected to teach no more than one course between the hours of 7:00 and 9:30 p.m. every three semesters.

F. Faculty members may accept employment outside the College as long as such employment does not interfere with the performance of duties as defined in this agreement. The Dean's Office shall be kept informed of the nature and extent of each faculty member's outside employment.

G. No bargaining unit member shall be required to provide work or services to the College before the onset or after the completion of the academic year, unless otherwise specifically stipulated in this agreement.

H. Librarians shall be employed for a 12-month period with 6 weeks vacation, to be distributed throughout the year, with the following stipulations:

1. The needs of the summer school shall be met.

2. One professional librarian shall be present during normal working hours, when the library is open.

3. Vacations shall be worked out in consultation with the Dean.

4. The normal four-day summer work week presently in effect shall obtain.

11.6 Lecturers and Senior Lecturers shall be required to:

A. Teach the course load for which they are hired;

B. Schedule sufficient office hours to satisfy the needs of the courses they are teaching;

C. Provide such accurate and timely reports and materials (e.g.,mid-semester warnings, final semester grades, and course syllabi) as shall be required by the Offices of the Dean and the Registrar.

Further, Senior Lecturers shall make every attempt to participate in Parents' Weekend.

11.7 Faculty participation in the following activities will be entirely voluntary: reading and independent study courses, independent studio, tutorials, field experience supervision. Faculty participating in any of the above activities

A. Must receive approval of the chairperson and the Dean;

B. May offer no more than four of the above in any semester;

C. Shall receive overload compensation, such compensation subject to available funding from the faculty member's division (see 12.12.S.).

Exception: When one or more of the above activities constitute part of a faculty member's regular workload (11.3.P. and 11.4.C), s/he will not receive overload compensation.

11.8 Service on committees will be entirely voluntary. No faculty member will be penalized for choosing not to serve on committees.

11.9 Any additional responsibilities beyond those identified in Article 11, including summer work, shall be entirely voluntary, with no penalty accorded to any faculty member who chooses not to participate; such responsibilities shall be compensated as overload.

Every effort will be made by the division chairpersons and the Directors of PAL and CLL to ensure that overload assignments, including summer employment, are equally distributed among bargaining unit members who agree to carry such overload.

11.10

A. For a PAL unit member, an overload shall exist when he or she has more than 18 Curry students or the equivalent thereof.

1. At the beginning of each year, the PAL unit member will make it known to the Coordinator and Director if s/he wishes to be included on a list of instructors available to work with more than 18 students or the equivalent thereof.

2. Every effort will be made to distribute the extra PAL students and contact hours equitably in groups not to exceed three students.

3. Opportunities for private instruction with non-PAL students, or with PAL students who wish more instruction than is provided for in the regular PAL program, shall be offered according to a list established as in 11.10.A.1, above.

11.11 PAL Summer Hours and Workload

A. During the three-week PAL summer session, the required load of a full-time PAL unit member shall not exceed 23.5 contact hours per week, with a student load not to exceed seven (7) students (grouped according to their needs as determined by the unit member with approval of the Coordinator and Director).

B. Each PAL full-time bargaining unit member shall be expected to fulfill the following requirements:

1. Attend weekly faculty meetings,

2. Attend one pre- and one post-summer school meeting, and

3. Provide a summative evaluation of each student's progress at the completion of the summer program.

C. In cases where a full-time PAL bargaining unit member is teaching fewer than 23.5 contact hours, s/he may provide alternate service as mutually agreed upon by the unit member, the Director, and the Dean.

D. When PAL bargaining unit members wish to work in the summer and all those wishing to work cannot be accommodated, the Director of PAL shall distribute assignments as equally as possible on the basis of seniority among unit members.

E. Overload

1. An overload shall exist when a PAL unit member has more than seven (7) summer students or the equivalent thereof.

2. The Director of PAL shall distribute extra PAL summer students equitably among PAL bargaining unit members who indicate a desire for an overload.

11.12 Sample Form:

OVERLOAD WAIVER FORM

This is to certify that, in full awareness of the standards concerning hours and workload established in Article 11 of the present Contract between Curry College and the AAUP, I waive those items I have initialed below for the _____ semester of the academic year _____:

_____ teaching load

Please check below as appropriate:

_____ number of class preparations per semester.

_____ total contact hours per semester.

_____ student load (in excess of 100).

_____ class size (in excess of 50).

_____ times of employment

_____ other (please specify):_____

_____

_____

_____

(signature)_____ (date)_____

ARTICLE 12

SALARIES AND WAGES

12.1 Initial Appointments:

A. Salary base by rank for initial appointments:

The following minimum salary bases shall apply, beginning July, 1984, for unit members whose initial appointments begin with the 1984-85 academic year:

Instructor	$16,500
Assistant Professor	$18,500
Associate Professor	$22,500
Professor	$26,500

B. Method of calculating individual salaries for initial appointments:

1. Begin with minimum salary base (12.1.A.)

2. For every year of full-time college teaching experience at another institution add $125.

C. The College will make every attempt to recruit new faculty in conformity with the provisions of 12.1.A and B. However, it reserves the right to make salary offers which exceed the base in fields where demonstrably higher norms prevail, provided that

1. the College has submitted a memorandum to the AAUP specifying the reasons for the necessity of recruiting faculty not in conformity with the salary base, and

2. in no event shall the salary offered for an appointment to a particular rank be more than 110% of the highest paid unit member already holding such rank in any division, with the exception of the nursing division.

Any exceptions to 12.1.B must be by mutual consent of the College and a majority of the four officers of the AAUP.

12.2 Salaries for part-time Assistant Professors, Associate Professors, and Professors (see 13.10.A.2.j.)

Salaries for such members shall be:

A. For a 3/4 course load: 65% of the salary s/he would receive as a full-time member;

B. For a 1/2 course load; 40% of the salary s/he would receive as a full-time member.

12.3 Salary base for part-time unit members

Effective September, 1984 the following minimum salary bases shall apply:

Lecturer	$1,300 per course
Senior Lecturer	$1,500 per course

12.4 Method of calculating individual salaries for 1984-85 for full-time unit members employed at the College prior to July 1, 1984.

A. For unit members whose 1983-84 salary was above the salary base listed in 12.1.A. corresponding to their rank, add 6% to the 1983-84 salary.

B. For unit members whose 1983-84 salary was below the salary base listed in 12.1.A. corresponding to their rank and were not promoted:

1. Add 6% to the 1983-84 salary. If this total is still below the base in 12.1.A., then the 1984-85 salary shall be the base salary corresponding to their rank, as in 12.1.A.

2. Add for every year of experience at the College (up to a maximum of 3 years) increments according to rank as follows:

a. Instructors and Assistant Professors: $125 per year
b. Associate Professors: $75 per year
c. Professors: $50 per year

C. For unit members being promoted as of September 1, 1984 add 6% to the 1983-84 salary, then add the appropriate promotion increment (12.8). If this total is still below the base in 12.1.A. then the 1984-85 salary shall be the base salary corresponding to their rank, as in 12.1.A.

12.5 Method of calculating 1984-85 Salaries for Senior Lecturers

All senior lecturers who were employed at the College as of September 1, 1983 shall receive a 6% increase for the 1984-85 academic year, such increase to be effective September 1, 1984.

12.6 1985-86 Salaries

All full-time faculty and senior lecturers who were employed at the College as of September 1, 1984 shall receive a 6% increase for the 1985-86 academic year, such increase to be effective September 1, 1985.

12.7 The 1984-85 salaries for librarians who are members of the bargaining unit shall be calculated by adding 3/4 of one month's salary to their annual salary as computed in 12.4.

12.8 Unit members who are promoted shall receive the salary increases below, to be added after adding percentage increases agreed on for the academic year. This increase becomes part of the member's regular salary, and all future percentage raises will be based on the new total. In no case will the resulting salary be less than that mandated in 12.1.A. for the new rank.

A. Instructor to assistant professor: $1,300.
B. Assistant professor to associate professor: $1,500.
C. Associate professor to professor: $1,800.

12.9 Change in faculty status:

A. Part-time faculty who become full-time faculty shall be placed on the salary scale (12.1.A.) and an additional $125 shall be added to their base salary on a pro rata basis for every eight courses taught.

B. When an individual whose full-time faculty appointment has been involuntarily terminated is hired on a part-time basis, s/he shall hold the rank of lecturer and be paid the base salary for senior lecturer. (see. 12.3; 13.10.A.2.b.)

12.10 The salary for persons with special appointments shall normally be the base salary for the rank (12.1.A.) and in accordance with all other provisions of this article.

12.11 Part-time music faculty shall be compensated by:

A. 30% of tuition paid per credit per semester; and

B. the entire private study fee paid by the student.

12.12 Overload compensation

A. Unit members serving on the Academic Advising Team shall be paid $1,500 for a standard advising team load, which shall consist of contacting 75 acceptees by telephone during the spring semester and assisting each acceptee who chooses to enroll at the College in planning his/her fall semester schedule.

B. Compensation for post-baccalaureate supervision shall be 30% of all tuition generated.

C. Compensation for proficiency examinations shall be 50% of all tuition generated.

D. Compensation for evaluation of life experience shall be 50% of all tuition generated.

E. Compensation for private testing by certified PAL unit members shall be $75 per Wechsler and $125 per test battery.

F. Members of the bargaining unit who are required to perform non-teaching duties (for example, but not exclusively the Director of Academic Advising, the Director of Field Experience Education, the Director of Radio) during the January intersession shall receive overload compensation at a rate of $10.00 per hour.

G. Summer Pay for Directors

If the responsibilities of the Director of Field Experience Education, the Director and/or Coordinator of PAL, the Director of Media Services, the Director of the Essential Skills Center, the Director of Radio, the Director of Academic Advising, or the Director of Athletics require work beyond the end of the regular academic year (see 2.2), the Dean, in consultation with the Director in question, shall determine the precise nature of this work and establish a time

frame for its accomplishment. The College will provide overload compensation prorated at the Director's current monthly rate of pay. The Dean will inform the AAUP in writing of the precise nature of this overload and compensation.

H. Overload compensation for PAL unit members will be $20 per teaching contact hour. PAL teaching overloads are voluntary and require the permission of the Dean and of the Director of PAL. Each unit member with a PAL overload must submit a final evaluation on completion of the semester.

I. Compensation for field experience supervision shall be at the rate of $25 per credit.

J. Compensation for tutorial, independent reading, and independent study overloads shall be at the rate of $40 per credit.

K. Overload compensation for the Director of Athletics and the Director of Physical Education and Intramurals shall be at the rate of $333. for each .5 credit course taught.

L. For clinical nursing make-up time, for 1 to 8 students overload compensation will be at the rate of $100 per 6-hour day.

M. Compensation for teaching in the PAL summer sessions (11.11) shall be $1,500.

N. Lecturers and Senior Lecturers who participate at the request of their Area Coordinators and Division Chairpersons in such activities as curriculum planning meetings, program explanation, and exhibit or function coordination (e.g., Fine Arts Week) shall be paid $10 per hour for these services.

O. When a unit member is teaching the required number of credits (11.1) and a course or course section has more than 50 students (11.4.F.), the unit member may, with the approval of the division chairperson and the Dean:

1. select to receive overload compensation; or

2. section the course.

P. Contracted teaching overloads

1. Contracted overload is pre-planned by a Division Chairperson during a given semester and, upon his or her recommendation to the Dean, a faculty member is issued a supplemental contract for the following semester specifying the nature of the overload (e.g., the teaching of an extra course or extra contact hours) and the stipend involved.

2. Compensation for contracted teaching overloads shall be $1,300 per course (8 student minimum) or per 3 contact hours, usually paid in four equal installments (September through December, or February through May).

Q. Non-contracted teaching overloads

1. Non-contracted overload is customarily the result of unanticipated factors during a given semester (e.g., total enrollments in excess of 100 students for a particular faculty member).

2. Compensation is based on official class lists which have been compiled after the add/drop period each semester.

3. Compensation for non-contracted overloads shall be $1,000 for 10 or more students (or 3 credits), $700 for 6-9 students, and $40 per credit/student for 1-5 students.

4. Non-contracted overload compensation is usually paid in two equal installments (Novmeber/December or April/May).

R. Overload compensation for full-time unit members teaching in CLL:

1. $1,300 per course (3 credits) for 10 or more students;

2. $1,000 per course (3 credits) for 6-9 students;

3. $40 per credit/student for 1-5 students.

S. All requests for overload compensation must be made in writing to the Dean by the appropriate Division Chairperson or Director. All overload compensation is subject to funds available from the faculty member's Division or Director's department, and must be authorized in writing by the appropriate Division Chairperson or Director, and approved by the Dean.

12.13 All financial arrangements between the College and any unit member, including any not addressed in this contract, shall be made in writing and signed by the Dean and the unit member and a copy sent to the President of the AAUP. When such arrangements apply to work addressed in this contract, compensation shall be as provided in this contract.

ARTICLE 13

GOVERNANCE

13.1 The AAUP and the College accept the principles of college governance as defined in the 1966 Statement on Government of Colleges and Universities formulated by the AAUP, the American Council on Education, and the Association of Governing Boards on Universities and Colleges.

13.2 Voting rights at faculty and divisional meetings:

Every full-time member of the bargaining unit and every senior lecturer shall be entitled to vote at all faculty meetings and all divisional meetings. Administrators with academic rank shall not vote at faculty or divisional meetings on matters pertaining to faculty personnel issues, such as promotions, rolling contracts, termination, elections to AFEC, FWC, and DEC, and election of chairpersons and area coordinators.

13.3 Selection of Divisional Chairpersons:

The voting members of each academic division (see 13.2) shall by majority vote recommend to the Dean their candidate(s) for appointment as Divisional Chairperson. The actual power of appointment resides with the Dean who will first consult with the Divisional Chairpersons. If the Dean declines to appoint a candidate, the Division shall make another recommendation. The usual term of such an appointment is three years, or as otherwise agreed on by the Dean and the Division.

13.4 Selection of the Subject Area Coordinator:

The voting members of a subject area within an academic division shall recommend to the Chairperson a member to serve as Subject Area Coordinator. The Chairperson shall transmit this recommendation to the Dean, with whom the actual power of appointment resides. The usual term of such an appointment is two years, or as otherwise agreed upon by the Division and the Dean.

13.5 Responsibilities of the Divisional Chairperson:

The divisional chairperson is the academic and administrative head of the Division. S/he acts as a representative and liaison between the Division and the Dean's Office and is responsible for the organization, planning, and efficient operation of the Division. Consistent with the provisions of this agreement, the major responsibilities of the chairpersons consist of the following:

A. Divisional Affairs:

1. providing for the development and implementation of divisional missions and objectives to support the stated mission and purpose of the College;
2. providing leadership in establishing divisional policies;
3. conducting regular division meetings;
4. involving faculty members and students in divisional decision making and activities;
5. maintaining good lines of communication within the division.

B. Academic Affairs:

1. leading the division in the development of divisional majors, programs, and curricula;
2. evaluating and improving programs, curricula, and the quality of instruction;
3. providing for the maintenance of academic standards and procedures;
4. coordinating the preparation of semester schedules of courses.

C. Faculty Affairs:

1. facilitating the recruiting, hiring, and orienting of new faculty members;
2. supporting and encouraging faculty growth and high performance in teaching, research, and other professional activities;
3. monitoring regularly the faculty performance of their responsibilities as outlined in this contract;
4. participating in the regular evaluation of faculty members and making documented recommendations to the Dean concerning their retention, promotion, rolling contracts, and termination.

D. Student Affairs:

1. curricular and career advising of students;
2. responding to student grievances and complaints;
3. protecting student rights;
4. providing for the awarding of student prizes.

E. External Communications:

1. serving as liaison between the division, the other divisions, and the Dean of the College;
2. representing the division in meetings with the College administration and/or external agencies (professional associations, government agencies, and the public);
3. communicating divisional programs and activities to students.

F. Budgetary Affairs:

1. preparing annual divisional budget requests;
2. administering budget allocations (preparing requisitions, authorizing expenditures, maintaining budget records);
3. promoting divisional cost-effectiveness;
4. providing for the fair allocation of faculty travel and research funds.

G. Office Management:

1. providing for the smooth running of the divisional office;
2. hiring, supervising, and evaluating office personnel;
3. maintaining divisional file and record systems (faculty, students, courses, academic data, correspondence);
4. requisitioning and maintaining supplies and equipment.

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H. Personal Professional Performance:

1. providing professional leadership and example in the division;
2. demonstrating professional competence in teaching, research, and professional activities;
3. participating in professional associations and community service.

I. If the responsibilities of the Divisional Chairperson cannot be accomplished during the regular academic year (see 2.2), the Dean, in consultation with the Chairperson, shall determine the precise nature of the uncompleted work and establish a time frame for its accomplishment. The College will provide overload compensation at the Chairperson's normal rate of pay not to exceed a total of 30 days. The Dean will inform the AAUP in writing of the precise nature of this overload and compensation.

13.6 Responsibilities of the Subject Area Coordinator:

The area coordinator, working closely with the divisional chairperson, is responsible for:

1. leading the area faculty in developing and periodically reviewing the area's program and curriculum;
2. communicating with the College community and the public concerning the program and responding to students' problems relating to the area;
3. leading in the preparation of area semester course schedules, teaching schedules, and catalog copy;
4. collaborating with the division chairperson in the formulation of an annual budget, submitting to the chairperson recommendations for budget allocation, and under the direction of the chairperson administering those parts of the budget applying to the area;
5. promoting area cost-effectiveness.

13.7 Responsibilities of the Director and Coordinator of PAL:

A. In lieu of any contact hours, the Director, who reports directly to the Dean, shall be responsible for:

1. leading in the conceptual development of the PAL program;
2. administering the activities of the PAL program on or off campus;
3. recruiting and accepting students into the program;
4. facilitating the recruitment and participating in the evaluation of PAL faculty and staff;
5. assuring the interaction of PAL with the other academic and administrative offices of the College;
6. preparing annual budget requests and administering budget allocations in a cost-effective manner, including fair allocation of faculty travel and research funds.

B. Coordinator of PAL:

In lieu of any contact hours, the coordinator of PAL, who works closely with the Director of PAL, shall be responsible for:

1. evaluating testing information from candidates for PAL;
2. scheduling and conducting interviews with candidates;
3. serving as liaison between PAL and the Counseling Center, the Admissions Office, and the Accounting Office;
4. providing for an on-going evaluation of the program by students and faculty;
5. scheduling regular weekly PAL faculty meetings to discuss concerns related to individual students and/or the program as a whole;
6. expediting the smooth running of the program.

13.8 Responsibilities of the Director of Media Services:

The Director of Media Services holds academic rank in the Division of Humanities and is responsible for:

1. administering and evaluating the daily activities of the media center;
2. projecting short range and long range plans for media development consonant with the goals of the College;
3. teaching two three-credit courses in a media-related subject each semester;
4. providing in-service training for faculty and administrative staff;
5. scheduling the circulation and maintaining the inventory of media equipment and materials;
6. selecting, training, and supervising student assistants.

13.9 All Faculty Evaluation Committee (AFEC) and Faculty Welfare Committee (FWC):

The AFEC and FWC will continue to function in accordance with their already existing responsibilities unless amended or revised by the terms of this contract.

A. Composition: AFEC and FWC shall each be composed of five faculty members, elected by the faculty. Each member shall be elected for a term of two years by secret ballot. Elections shall be held at the April faculty meeting of each year with the terms of office beginning May 1. To be eligible to serve on AFEC or FWC, a faculty member must:

1. have completed at least three years of full-time service or attained the rank of Senior Lecturer at the College, and
2. be elected by a two-thirds majority of the faculty present and voting.
3. No faculty member may serve concurrently on AFEC and FWC.

B. Responsibilities: In addition to their other responsibilities (see 13.15.B), both committees shall review and act on grievances in accordance with the provisions of Article 14.

13.10 Faculty Ranks:

A. Division Faculty and Physical Education Faculty:

1. List of Ranks: Every bargaining unit member who holds an appointment in one of the academic divisions or in physical education shall be appointed to one of the following ranks: lecturer, senior lecturer, instructor, assistant professor, associate professor, professor.

2. Necessary Criteria for Determination of Rank:

a. Lecturer:

All part-time faculty who are members of the bargaining unit (except those identified in 13.10.A.2.j) shall hold the rank of lecturer or senior lecturer. (see 2.1)

b. Senior lecturer:

(1) Teaching: demonstrates notable teaching ability
(2) Has taught at least one (1) course for which credit is given per semester for six (6) of any eight (8) consecutive semesters.
(3) Service: has demonstrated evidence of service to the College beyond that usually expected of part-time faculty (e.g., regular attendance at divisional meetings; active participation in such divisional matters as program conceptualization and curriculum development; special services to students such as extra tutoring, advising, etc.)

c. Instructor:

(1) Education: master's degree.
(2) Teaching: demonstrates notable promise as a teacher;
(3) Service: indicates a willingness to participate in activities and programs of his/her division.
(4) Minimum Length of Service in This Rank: three years. (see 13.10.A.2.h.)

d. Assistant Professor:

(1) Education: master's degree or doctor's degree, or degree which is considered terminal in his/her field of specialization.
(2) Teaching: demonstrates notable teaching ability.
(3) Service: demonstrates evidence of service to the College (or his/her previous institution) beyond the classroom.
(4) Minimum Length of Service in This Rank: four years. (see 13.10.A.2.h.)

e. Associate Professor:

(1) Education:

(a) For faculty hired prior to July 1, 1981, any one of the following:

doctor's degree or degree which is considered terminal in his/her field of specialization;
two master's degrees;
one master's degree and one certificate of advanced graduate study;
"all but dissertation" status.

(b) For faculty hired after July 1, 1981: doctor's degree or degree which is considered terminal in his/her field.

(2) Teaching: has demonstrated outstanding teaching ability;

(3) Service: shows evidence of outstanding leadership within the College community (or his/her previous institution) and can serve as mentor to the junior faculty.
(4) Minimum Length of Service in This Rank: five years. (see 13.10.A.2.h.)

f. Professor:

(1) Education: doctor's degree or degree which is considered terminal in his/her field;
(2) Teaching: has demonstrated outstanding teaching ability;
(3) Service: shows evidence of outstanding service within the Division and the College at large (or his/her previous institution) through the discharge of major responsibilities or significant contributions to his/her academic field.

g. The length of service requirement shall be satisfied on or before the effective date of promotion.

h. For purposes of calculating number of years in rank for promotion of full-time unit members, "year" shall mean one academic year of service to the College and/or to another college as a full-time faculty member. Calculation of number of years in rank shall be made at the time of initial appointment by the Dean, and shall be stated in writing and placed in the faculty member's personnel file.

i. Exceptions:

(1) In cases where a faculty member has achieved a significant degree of recognition for academic or professional achievements, the promotion criteria for length of service and degrees may be waived. Such a waiver may be granted by the Dean only when recommended by the appropriate DEC and when the recognition is thoroughly documented.

(2) In cases where a prospective faculty member has academic or professional experience outside the College, such experience will be considered in his/her initial appointment to a rank.

(3) No full-time faculty member hired prior to July 1, 1981, at a particular rank shall be reduced in rank for any reason.

j. Changes from full-time to part-time status:

(1) Eligibility: Assistant Professors, Associate Professors and Professors who have reached the age of 55 shall be eligible to apply for part-time status at the equivalent rank after 10 or more years of service at the College. Such unit members may apply to reduce their workload to 3/4 or 1/2 of the standard course load (see 11.1 or 11.3). Applications for such change in status must be made at least nine months in advance of the time when the change would become effective. Applications for such changes in status shall be submitted to the Dean, who will consult with the divisional chairperson.

The Dean shall communicate acceptance or rejection of application at least seven months in advance of the time when the change will become effective.

(2) Unit members appointed to such a status shall be expected to fulfill all non-teaching requirements of full-time unit members (11.2), with the exception that their number of advisees will be proportionally reduced. Further, all terms and provisions of this contract, including Articles 10 and 11, shall apply to such members, unless otherwise provided.

(3) Should such a unit member wish to resume full-time status, s/he shall notify the Dean at least nine months in advance of the time when the change to full-time status would become effective. The Dean shall communicate with the divisional chairperson. The Dean shall notify the unit member of his/her decision at least seven months in advance of the time when full-time status would be resumed.

(4) For the purpose of determining eligibility of such unit members for personal leave (10.11.B.), the number of years of service shall be calculated as follows: the number of years served as a full-time unit member, plus (for years served as a part-time member) the number of courses taught at the College prior to September 1, 1984.

(5) Unit members holding such status shall not be eligible to apply for rolling contract or sabbatical leave. However, unit members who already have a rolling contract and who assume part-time status shall retain their rolling contract and shall remain eligible for yearly rolling contract renewal. Further, a unit member who resumes full-time status shall be eligible for rolling contract and sabbatical leave and the number of years of full-time serivce shall be calculated as follows: the number of years served as a full-time unit member plus (for years served as a part-time member) the number of courses taught at the College prior to September 1, 1984 divided by 8.

(6) The College agrees that a change to part-time status by a full-time unit member shall be a voluntary change in status.

B. Librarians:

1. List of ranks:

Every Librarian who is a bargaining unit member shall hold an assimilated rank. Such rank includes statement both of

a. function within the Library (e.g., Director of Library, Technical Services Librarian, Reader Services Librarian), and
b. faculty rank (e.g., Instructor, Assistant Professor, Associate Professor, Professor).

There shall be no necessary or automatic correlation between a librarian's function and his/her faculty rank; i.e., any of the positions (functions) may be filled by a person of any faculty rank. Exception: normally the Director of the Library shall hold the rank of Associate Professor or Professor.

2. Necessary Criteria for Determination of Librarian Rank:

a. Instructor:

(1) Education: Master's Degree in Library Science.
(2) Performance: demonstrates promise as a librarian;
(3) Service: indicates a willingness to participate in the activities and programs of the College.
(4) Minimum Length of Service in This Rank: two years.

b. Assistant Professor:

(1) Education: Master's Degree in Library Science.
(2) Performance: has demonstrated excellence in his/her work as a librarian.
(3) Service: demonstrates evidence of service to the College beyond the library.
(4) Minimum Length of Service in This Rank: four years.

c. Associate Professor:

(1) Education: Master's Degree in Library Science.
(2) Performance: has performed outstandingly as a professional librarian.
(3) Service: shows evidence of outstanding leadership within the College community.
(4) Minimum Length of Service in This Rank: five years.

d. Professor:

(1) Education: Master's degree in Library Science.
(2) Performance: has demonstrated outstanding skills as a professional librarian and administrator.
(3) Service: shows evidence of outstanding service within the College through the discharge of major responsibilities or significant contributions to his/her profession.

C. PAL Faculty:

1. List of Ranks:

Every PAL unit member shall hold an assimilated rank. Such rank includes statements of both

a. function within the PAL program: tutor, coordinator, or director, and
b. professional rank: Instructor, Assistant Professor, Associate Professor, and Professor.

There shall be no necessary or automatic correlation between PAL rank and a PAL unit member's function in the program.

2. Necessary Criteria for Determination of Rank:

a. Instructor:

(1) Education: appropriate training and skills, a Master's degree, and a certificate in Moderate Special Needs or an equivalent thereof.
(2) Teaching: demonstrates notable promise as a teacher;
(3) Service: willingness to participate in activities and programs of the PAL program and the College.
(4) Minimum Length of Service at This Rank: three years.

b. Assistant Professor

(1) Education: master's degree, a certificate in Moderate Special Needs or an equivalent thereof.
(2) Teaching: notable teaching ability.
(3) Service: service to the PAL program and to the College beyond the classroom.
(4) Minimum Length of Service at This Rank: four years.

c. Associate Professor

(1) Education:

(a) for faculty hired prior to 1981, same as for associate professor (13.10.A.2. e.)
(b) for faculty hired after July 1, 1981: master's degree, a certificate in Moderate Special Needs or the equivalent thereof, and either a second master's degree or one certificate of advanced study.

(2) Teaching: has demonstrated outstanding teaching ability.
(3) Service: shows evidence of outstanding leadership within the College community (or his/her previous institution) and the ability to serve as mentor to junior faculty.
(4) Minimum Number of Years in Rank: five years.

d. Professor (see 13.10.A.2.f.)

13.11 Initial Appointment: Replacement and addition of full-time faculty for the College are the responsibility of the division in which the vacancy occurs. Faculty members in the appropriate academic disciplines shall participate in the screening and interviewing process for such appointments to the faculty. Recommendations regarding initial appointments shall be made to the Dean by majority vote of the voting faculty of that division or the search committee elected by the division. The following procedures shall apply to all initial appointments to faculty rank:

A. When it is known by a division chairperson that a vacancy will occur, s/he shall immediately notify the Dean and all voting members of the division in writing.

B. Faculty teaching as lecturers in the respective division shall be notified of the vacancy and invited to apply.

C. Screening of candidates takes place at the division level. Leading candidates shall be invited to come to the campus for an interview.

D. The voting faculty of the division shall by majority vote select a prospective faculty member before a recommendation to the Dean is made. The division recommendation shall include a recommendation of appropriate rank based on the necessary criteria for determination of rank (13.10.A.2.) and a recommendation of the number of years of experience to be granted (13.10.A.2.h. and 13.10.A.2.i.(2)). Professional experience shall be considered when determining rank for initial appointments.

E. The division chairperson shall make a copy of the Curry-AAUP Contract available to all prospective faculty members who are recommended by the division to the Dean.

F. If the Dean does not concur with the division recommendation, s/he shall meet with the division chairperson and representatives of the division. A candidate who is unacceptable either to the Dean or the Division shall not be issued a contract.

G. When the Dean and the Division have concurred on the choice of a candidate, the Dean and the Division chairperson shall meet with the candidate to review the candidate's qualifications according to 13.10 and determine, according to the terms and provisions of this contract:

1. The candidate's number of years of experience (13.10.A.2.h. and 13.10.A.2.i.(2));

2. The appropriate rank for the appointment (13.10.A.2.);

3. The appropriate salary (12.1.).

The candidate shall then be issued a letter of appointment specifying the terms of the appointment (rank, salary, length of appointment). A written memorandum stating the number of years of experience and years in rank with which the candidate was credited shall be placed in his/her personnel file.

H. For the purposes of hiring members of the professional library staff, physical education faculty, PAL faculty, the Director of the Library, the Athletic Director, and the Director of PAL shall function in the role of the division chairperson in the process described above.

I. The basic terms and conditions of every initial appointment shall be stated in writing and copies supplied to the appointee, to the President of the AAUP, to the division chairperson, to the Area Coordinator, or, in cases addressed in 13.11.H., to the appropriate alternate.

J. Credit for part-time teaching experience for persons who become full-time faculty: any part-time faculty who become full-time faculty will receive a maximum of one year credit toward minimum length of service in this rank provided that while the person was a part-time faculty member, s/he taught at least eight (8) courses.

13.12 Reappointment: Recommendations as to reappointment must be forwarded by the DEC to the Dean with documentation no later than one month before the Dean is required by this provision to submit his decision. The Dean shall communicate his decision as to reappointment in writing to the individual, AFEC, the DEC, and the President of the AAUP no later than:

A. March 1st of the first academic year of service, if the appointment expires at the end of that year; or, if an initial one-year appointment terminates during an academic year, at least three months in advance of its termination.

B. December 15th of the second year of service, if the appointment expires at the end of that year; or, if a second one-year appointment terminates during an academic year, at least six months in advance of its termination.

C. At least twelve months before the expiration of an appointment after two or more years of service.

In the case of a rejection, the Dean shall provide a written statement of his/her reasons.

If the DEC recommends against re-appointment, procedures shall be the same as those specified in 13.18.B-E.

13.13 Length of Appointment:

A. Lecturers shall receive one-semester contracts identifying the course(s) or at least the number of courses they will be expected to teach. Such courses will be offered subject to adequate enrollment.

B. Insofar as it is possible, Senior Lecturers will receive contracts for a full academic year identifying the course(s) or at least the number of courses they will be expected to teach. Such courses will be offered subject to adequate enrollment.

C. When, because of insufficient enrollment, the College cancels (a) a section of a multi-sectioned course, or (b) a course which has historically attracted sufficient enrollment, the part-time unit member so affected will be paid an honorarium of $100.

D. Full-time Faculty:

1. Full-time faculty shall be offered one-year contracts according to the following schedule:

an instructor, for the first four years after initial appointment;
an assistant professor, for the first three years after initial appointment;
an associate professor, for the first two years after initial appointment;
a professor, for the first year after initial appointment.

2. Each shall subsequently be issued two-year contracts until such time as rolling contract status is awarded.

3. Further:

an associate professor, after two successive two-year contracts, and a professor, after one such two-year contract, shall subsequently be issued three-year rolling contracts, subject to the provisions of 13.13.C.4.

4. Rolling Contracts:

a. Eligibility:

An associate professor shall become eligible for rolling contract status after six years of full-time service to the College.

A professor shall become eligible for rolling contract status after three years of full-time service to the College.

b. Length: Faculty who are given rolling contract status will be given a three-year contract, renewable each year for an additional three years, based on annual evaluations consistent with procedures outlined in 13.15.

5. The Dean reserves the right to issue longer contracts if s/he deems it in the best interest of the College to do so, but will do so only with the concurrence of the division chairperson and a representative group of divisional faculty.

6. This agreement shall in no way alter or modify the tenure status held by any faculty member or any rights or benefits pertaining thereto.

13.14 Special Appointments:

A. Special appointments, which include but are not limited to visiting appointments, are one semester or one year full-time appointments to the faculty. Special appointments shall be used when necessary to provide temporary replacements for faculty members on leave, or to meet a specialized need which cannot be satisfied by regular faculty.

B. If the need still exists at the end of the special appointment period, the College will explore the feasibility of creating a regular full-time position to meet that need. In the event that a decision is made to make a full-time appointment, a search for an appropriate appointee will be conducted in accordance with the procedures outlined in 13.11. The individual who previously held the special appointment will, if s/he desires, be considered as a candidate for the full-time appointment.

C. The appropriate rank and salary for a special appointment shall be determined by the Dean in consultation with the appropriate divisional chairperson in accordance with the criteria in 13.10. Fringe benefits for persons with special appointment shall be in accordance with Article 10.

13.15 Evaluation Committees:

A. Divisional Evaluation Committee (DEC)

1. Constitution of DEC:

a. Each division and PAL shall annually elect a DEC consisting of both persons at the rank of Senior Lecturer, Instructor, and/or Assistant Professor and persons at the rank of Associate Professor and/or Professor. A DEC may be a committee of the whole division. Chairpersons are not ex officio members but shall be eligible for election. To be eligible for membership, a bargaining unit member must have completed one (1) year of full-time service or be a Senior Lecturer at the College. Each DEC shall be in conformity with any additional common procedures and guidelines as established by AFEC recommendation to and ratification by majority vote of the faculty.

b. The Library Committee shall serve as the DEC for evaluating librarians.

c. Members of the Athletic Faculty will be evaluated by an ad hoc committee composed of one bargaining unit member from each division and appointed by the Chairperson of the Faculty.

2. Responsibilities of DEC:

a. Obtaining as complete and accurate evaluation data as possible for every faculty member in the division, including data from (a) collegues (e.g., within the division, outside the division, from other institutions of higher education), (b) students; and other sources including (c) the divisional chairperson, (d) self-evaluation materials.

b. Annually assessing data on each faculty member in the division and sending recommendations (including all evaluative data) and reports on, or individual signed statements supporting different points of view to the Dean on matters of promotion, rolling contract status, rolling contract reappointment, one-year reappointment, termination for reasons of deficient performance, and the granting of leaves of absence. Such annual evaluation shall take place in the fall semester and shall comply with the schedule provided for in 13.18.

3. Recommendations: All DEC recommendations shall be by a majority vote of all members of the DEC. DEC recommendations shall be promptly reported in writing to the individual being evaluated, to the Division, and to the Dean, and shall include the numerical vote (yeas, nays, abstentions), and may include majority and minority reports.

B. AFEC responsibilities:

1. overseeing and coordinating development of evaluation procedures, guidelines and standards for all divisions, consistent with the procedures and criteria set forth in this article;

2. coordinating the evaluation process: i.e., facilitating the process of faculty evaluation through research and communication;

3. integrating divisional evaluation committee recommendations with institution viewpoints;

4. serving as a grievance committee;

5. evaluating the adequacy of DEC documentation in cases coming before it. AFEC may refer grievances back to the Division if AFEC determines that the DEC has failed to meet and/or document the criteria stated in 13.10.A.2 and 13.16.

6. conducting an evaluation and issuing a recommendation to the Dean, pursuant to 13.18.D and E.

13.16 Evaluation Criteria:

A. Division faculty and PAL faculty:

1. Effective teaching, to be determined by:

a. Representative student and/or alumni evaluations. If student questionnaires are used, they must be confidential, and administered by someone other than the faculty member being evaluated. The design of such questionnaire is to be approved by the division, with majority vote approval in a regular division meeting.

b. DEC discussion and evaluation of course syllabi, examinations, and other written course documents;

c. Other methods acceptable to both the faculty member and the DEC (e.g., video taping).

d. For PAL faculty, effective teaching shall be determined by:

(1) Representative student and/or alumni evaluations. If student questionnaires are used, they must be administered by someone other than the bargaining unit member being evaluated. The design of such questionnaire is to be approved by the PAL bargaining unit members, with majority vote approval in a regular PAL faculty meeting;

(2) DEC discussion and evaluation of program design, implementation, and self-evaluation.

2. Academic and professional preparation, including graduate work, degree earned in the field of specializations, and, where appropriate, related non-academic professional experience.

3. Availability to students;

4. Competent student advising;

5. Scholarly activities, broadly defined, and/or participation in activities outside the College which bring credit to the College;

6. Development of, or significant contributions to programs or aspects of the College, either within or outside the applicant's field of specialization;

Under no circumstances will criteria (1), (2), and (3) be waived. In addition to these criteria, evaluation of a faculty member will normally include criterion (4) and additional criteria from those listed above.

B. Evaluation Criteria for Professional Librarians:

1. Effective performance of duties, to be determined by:

   a. confidential written evaluations by support staff (including student workers);

   b. written evaluations by colleagues;

   c. other methods acceptable both to the librarian and to the evaluators.

2. Academic and professional preparation;

3. Availability and accountability to users;

4. Written self-evaluation;

5. Professional activities, broadly defined, and/or participation in activities outside the College which bring credit to the College;

6. Development of, or significant contributions to programs or aspects of the College, either within or outside the Library.

7. Under no circumstances will criteria 13.16.B.1,2,3, or 4 be waived.

13.17 Documented evaluation file:

The sole document of record for all reviews and evaluation shall be the documented evaluation file. The file shall contain all appropriate references and data for evaluation received by the DEC pursuant to 13.15.A.2, and any appropriate data the faculty member desires to be included in his/her file, and only those references and data. The file must contain an up-to-date curriculum vita and course syllabi for all courses offered in the past year. It shall also contain a current self-evaluation and written evaluations by others addressing the criteria in 13.16. After the DEC's written review or evaluation of a unit member, no material shall be added to the file except as hereinafter provided. If a hearing is held by AFEC, the Dean, the DEC, or the unit member, as the case may be, may submit materials to the file which AFEC may consider at its discretion. No additions to the file may be made concerning incidents, activities, etc. that occurred prior to the evaluation by the DEC which were known or reasonably should have been known and included in the file prior to the evaluation by the DEC by the person attempting to add material to the file. All decisions (e.g., those of the Dean, the Board of Trustees) shall be exclusively based on the documented evaluation file as considered by the DEC and as supplemented by AFEC.

[13.17]

Guidelines for use of evaluation data:

A. All data in the documented evaluation file of a faculty member shall be used solely for the purpose of review and evaluation of the faculty member. No data included in the documented evaluation file shall be disseminated beyond those performing the review and evaluation, and no data collected pursuant to such review and evaluation and not included in such file shall be disseminated further, without the express written consent of the faculty member to whom the data pertain.

B. Every faculty member shall have the right to examine the data in his/her documented evaluation file at any reasonable time.

C. If a faculty member disagrees with the substance of data in his/her file, s/he may write a rebuttal statement that shall be placed in the file.

D. All decisions shall be based solely on the documented evaluation file.

13.18 Promotion:

Any faculty member seeking a promotion shall submit a request for such consideration to the appropriate DEC by October 15. The applicant for promotion has the obligation of developing and collecting materials in support of the application. These materials shall document that the applicant has satisfied both the evaluation criteria (13.16) and the necessary criteria for determination of rank (13.10.A.2). These materials shall be supplemented by such materials as the DEC shall obtain consistent with the principles of 13.15.A.2. The applicant's presentations of individually collected materials to the DEC shall initiate the procedure of evaluation for promotion.

Applications for promotion together with supporting documentation must be forwarded by the DEC to the Dean by December 7 of the year during which the application is made.

A. If the DEC recommends for promotion, the Dean shall in writing communicate his/her approval or rejection of the recommendation to promote to the individual, AFEC, the DEC, and the President of the AAUP no later than February 15 of the next semester, and in the case of rejection shall provide a statement of his/her reasons.

B. If the DEC recommends against promotion, the Dean shall in writing communicate his/her approval or rejection of the DEC recommendation to the individual, AFEC, the DEC, and the President of the AAUP by the last day of classes in December, stating the reasons for his/her decision.

C. Grievances with regard to non-promotion shall be submitted to AFEC in accordance with Article 14.4. AFEC shall render its decision no later than April 21 and the Dean shall issue his/her written statement of acceptance or rejection no later than May 1.

D. In a hearing dealing with a Division's failure to recommend promotion, AFEC shall conduct a full inquiry consistent with the evaluation criteria of 13.16; in making its recommendation, AFEC shall not be limited by the evidence and findings forwarded to AFEC by the DEC.

E. In holding the hearing described in D, AFEC shall use the same procedures as those specified for the DEC in 15.15.A.2. and 3 as well as any other evaluation procedures adopted by the faculty.

13.19 Rolling Contract Status

The procedures for applications for rolling contract status or renewals thereof shall be identical to those provided for applications for promotions in 13.18 with the following additions.

A. If the rolling contract of a bargaining unit member is not to be renewed, the unit member will have one more annual evaluation in which to remedy deficiencies. If after such evaluation, renewed rolling contract status is approved, a new rolling contract shall be issued.

B. If neither annual evaluation results in a recommendation of rolling contract status, a new contract shall not be issued, thereby making the remaining years of the contract terminal.

C. Recommendations to deny or denials of renewed rolling contract status based on either the initial or subsequent annual evaluation, shall be subject to the procedures specified in 13.18.

ARTICLE 14

GRIEVANCE

14.1 Definitions: "grievance" is an allegation or complaint that there has been a violation, misinterpretation, or misapplication of the terms and conditions of this Agreement. An individual grievance is an allegation or complaint by a faculty member or the AAUP. A policy grievance is one which affects more than one person and is presented by the AAUP.

14.2 Purpose: It is the declared objective of the AAUP and the College to encourage the prompt resolution of grievances by either informal or formal procedures. The parties agree to make available to all parties involved, including the President of the AAUP and the Dean, all known relevant facts regarding the grievance.

14.3 Grievances will be defined in two classes:

Class I: grievances related to initial appointment, reappointment, rolling contracts, promotions, leaves of absence, and termination.

Class II: all other grievances.

14.4 Class I Grievance (to be dealt with by AFEC)

A. Hearing Requirements:

1. An individual may submit to AFEC a written grievance of a decision denying re-appointment, rolling contract appointment and/or re-appointment, leave of absence, promotion or termination.

2. Such grievance must be submitted to AFEC within two (2) weeks of the faculty member's receipt of written notification of the decision.

3. The chairperson of AFEC shall notify the President of the AAUP and the Dean within five (5) calendar days of receipt of a Class I grievance.

4. AFEC will convene to hear the grievance within two (2) weeks of the receipt thereof, exclusive of regular College vacations.

5. With the consent of the grievant, representatives of both the AAUP and the College shall have the right to be present at all AFEC meetings.

6. Upon request of the grievant and approval of the AAUP, the AAUP will represent the grievant in AFEC proceedings.

7. If the grievant is not represented by the AAUP, s/he shall be permitted to have another Curry faculty member and/or counsel of his/her own choice, present as an observer and adviser. If the grievant is represented by counsel, the College may be likewise represented.

B. Hearing procedures:

1. AFEC hearings shall not be public.

2. AFEC deliberations and recommendations shall be treated with the utmost confidentiality by all concerned parties unless the grievant gives the Chairman of AFEC written permission for the disclosure of the facts of the case.

3. AFEC proceedings may be tape-recorded at the discretion of AFEC.

4. AFEC shall grant adjournments for the investigation of evidence concerning which a valid "claim of surprise" is lodged. AFEC shall be the sole judge of the validity of the "claim of surprise."

5. Both the grievant and the Dean shall cooperate with AFEC in securing witnesses and making evidence available.

6. AFEC's proceedings shall not be bound by strict rules of legal evidence and may admit any evidence which it determines would be of value in resolving the grievance. Every possible effort shall be made to obtain the most reliable evidence available.

C. Decisions:

1. Decisions of AFEC shall be based solely on the AFEC hearing record including the documented evaluation file. AFEC may, however, collect additional evidence pertaining to the principal issue(s) of the hearing.

2. In dismissal proceedings, the burden of proof that adequate cause exists rests with the College and shall be satisfied only by clear and convincing evidence in the hearing record and the documented evaluation file.

3. Historical issues shall not be admissible in cases of renewal of one-year contracts or renewal of rolling contracts except for issues on which the faculty member was informed in writing in a timely manner by the Divisional Chairperson or the Dean of a deficiency. "Historical Issues" are defined as issues predating the year of the current evaluation.

4. AFEC's decisions shall be made by majority vote of all members of the committee.

5. At the conclusion of the proceedings, AFEC will render a written decision to the grievant, the President of the AAUP, the appropriate divisional chairperson, and the Dean of the College. The decision shall include the numerical vote (yeas, nays, abstentions) and may include majority and minority reports. Within ten (10) calendar days of receipt of this decision, the Dean will issue a written statement to all parties indicating his acceptance or rejection of AFEC's decision. In the case of rejection, the Dean shall provide a written statement of his/her reasons.

14.5 Class II Grievance (to be dealt with by FWC)

A. Hearing Requirements:

1. The grievant(s) will attempt on an informal basis to resolve the grievance through discussions with the appropriate division chairperson or administrator.

2. Upon request by the grievant(s) and approval by the AAUP, the AAUP will represent the grievant in the informal conference(s).

3. If the informal procedures outlined in (1) and (2) above prove ineffective, the grievant(s) may submit a written grievance to FWC.

4. The chairperson of FWC shall notify the President of the AAUP and the Dean within five (5) calendar days of the receipt of a Class II grievance.

5. FWC will convene to hear the grievance within two (2) weeks of receipt thereof, exclusive of Curry vacations.

6. With the consent of the grievant, representatives of both the AAUP and the College shall have the right to be present at all FWC meetings.

7. Upon request by the grievant and approval by the AAUP, the AAUP will represent the grievant(s) in FWC proceedings.

8. If the grievant is not represented by the AAUP, s/he shall be permitted to have another Curry faculty member and/or counsel of his/her own choice present as an observer and adviser. If the grievant is represented by counsel, the College will be likewise represented.

B. Hearing Procedures:

1. FWC hearings shall not be public.

2. FWC deliberations and recommendations shall be treated with the utmost confidentiality by all concerned parties unless the grievant gives the Chairman of FWC written permission for the disclosure of the facts of the case.

3. FWC proceedings may be tape-recorded at the discretion of FWC.

4. FWC shall grant adjournments for the investigation of evidence concerning which a valid "claim of surprise" is lodged. FWC shall be the sole judge of the validity of the "claim of surprise."

5. Both the grievant and the Dean shall cooperate with FWC in securing witnesses and making evidence available.

6. FWC's proceedings shall not be bound by strict rules of legal evidence and may admit any evidence which it determines would be of value in resolving the grievance. Every possible effort shall be made to obtain the most reliable evidence available.

C. Decisions:

1. FWC decisions shall be based solely on the FWC hearing record.

2. At the conclusion of the proceedings, FWC will render a written decision to the grievant, the President of the AAUP, the appropriate divisional chairperson, and the Dean. Within ten (10) calendar days of receipt of this decision, the Dean will issue a written statement to all parties indicating his acceptance or rejection of FWC's decision and in the case of rejection, the Dean shall provide a written statement of his/her reasons.

ARTICLE 15

ARBITRATION

15.1 If a grievance is not resolved to the satisfaction of the grievant(s) and/or the AAUP, such grievance may be submitted by the grievant(s) and/or AAUP to final and binding arbitration.

15.2 In the case of a rejection by the College of an AFEC or FWC decision, within thirty (30) days of receipt of notice of that rejection, the AAUP shall notify in writing the College and the grievant as to whether the AAUP is initiating arbitration proceedings. The grievant(s) may, within fifteen (15) days of receipt of notice that the AAUP will not initiate arbitration proceedings, give written notice to the AAUP and the College of his/her/their initiation of such proceedings.

15.3 If the AAUP elects not to proceed with arbitration and the grievant(s) choose(s) to initiate arbitration proceedings, the AAUP shall in no event pay any share of the costs of such proceedings.

15.4 The parties shall try to agree on the choice of an arbitrator. If they fail to agree, such notice of demand for arbitration shall be submitted to and conducted in acceptance with the rules and regulations of the American Arbitration Association.

15.5 The arbitrator shall render a decision not later than thirty (30) days from the date of the closing of the hearings. The decision and award of the arbitrator shall be final and binding on the parties, and further, such decisions shall be in writing, setting forth the opinion and conclusions on the issues submitted to the arbitrator. However, the arbitrator shall be without authority to add to, or subtract from, or modify the terms of this contract.

15.6 The arbitrator will determine which party(s) will bear the costs of arbitration and/or in what proportion the costs will be divided between or among the parties. All costs incurred by each respective party in preparing and presenting its case shall be borne in full by such party.

15.7 If the subject of any grievance concerns the termination of employment of any faculty member, that faculty member shall in no event be terminated or dismissed until the decision of the arbitrator has been rendered.

15.8 No reprisal of any kind shall be taken against any unit member because of the filing of a grievance and/or participation in any of the grievance proceedings. Necessary witnesses or participants in grievance procedures shall be released from their assignments without loss or penalty.

ARTICLE 16

DISCIPLINARY ACTION

16.1 It is the declared objective of the College and the AAUP to encourage the prompt resolution of all matters involving disciplinary action by either informal or formal procedures.

Disciplinary action will be implemented when there is documented evidence of (a) consistent violation of the terms of the agreement, or (b) egregious behavior (i.e., actions which seriously and willfully threaten the health or safety of others at the College, willful misappropriation or destruction of College property, fraud).

16.2 If disciplinary action is taken, it may take the form of a reprimand or dismissal. A reprimand involves first discussion with the faculty member, followed by an official memorandum to the faculty member, if warranted. A reprimand is issued by the Dean. Participants in the discussion will include the faculty member and the Dean, and (when appropriate) the chairperson of the faculty member's division. If the faculty member so desires, an officer of the AAUP may also be present. Said officer may advise the faculty member but may not take part in the general discussion. The discussion will emphasize the effect of the faculty member's conduct or performance on his/her personnel record and consideration for continuation or advancement. The memorandum from the Dean will review the facts of the case and the subsequent discussion. A copy will be sent to the faculty member and a copy will be placed in his/her personnel file. If he/she so desires, the faculty member may write a personal statement to be placed in his/her personnel file.

16.3 If the problems which resulted in the reprimand are successfully resolved, no further action shall be taken. At the end of the semester following the one during which the reprimand was issued, the faculty member may request a written statement by the Dean recording the fact that the problem(s) no longer exist. A copy of this statement will be placed in the personnel file. If the problem(s) persist, the Dean may (a) issue a second reprimand, or (b) initiate dismissal procedings as defined in 16.4.

16.4 Dismissal is termination of employment. Except in cases of egregious behavior the College may dismiss a faculty member only if the Dean notifies in writing the faculty member and the AAUP of the intended action, stating clearly the reasons for the dismissal. Except as provided below, no dismissal shall take effect sooner than 60 days after notice of the dismissal.

Within 10 days of receipt of the notice of dismissal, the faculty member may file a grievance challenging such action. Said grievance shall take precedence over all others. Grievance hearings and arbitration, if necessary, shall be conducted in accordance with Articles 14 and 15 of this agreement.

16.5 Dismissal without prior reprimands may be justified in cases of egregious behavior (see 16.1 above). Notice of dismissal shall not be required in cases of egregious behavior. Failure to give notice will not be relevant to the issue of just cause in the grievance procedure. Grievance hearings and arbitration, if necessary, shall be conducted in accordance with Articles 14 and 15 of this agreement.

ARTICLE 17

MANAGEMENT RIGHTS

All managerial or administrative rights and functions, except those which are limited or modified by this contract, are vested exclusively in the College.

ARTICLE 18

RETRENCHMENT

18.1 Retrenchment shall be defined as either removal or cutback in the workload of any faculty member.

18.2 Retrenchment will take place only after the College experiences any one or any combination of the following bona fide circumstances or conditions:

A. Serious financial conditions endangering the continuance of the College.

B. Program curtailment.

C. Declining enrollment which results in A or B above.

D. Course discontinuance where the course does not attract sufficient enrollment.

18.3 The College shall meet and discuss with the AAUP any potential retrenchment. In connection with such responsibility, the College agrees to provide information, statistics or financial data related to the decision to retrench.

18.4 Before any faculty members are retrenched for financial reasons, implementation of the alternative procedures below must have been explored in detail with the AAUP, including cost analyses, when relevant, for each option, and it must be demonstrated that none of the alternatives below is sufficient and/or feasible:

A. Reduction of institutional costs, including professional support stipends.

B. Increases in individual workloads.

C. Salary reductions for all faculty members.

D. Substitution of partial workloads with reduced compensation for normal workloads with normal compensation.

E. Reassignment.

18.5 The magnitude of retrenchment, if any, shall be commensurate with the financial conditions, program curtailment, or decline in enrollment necessitating such retrenchment.

18.6 In the event faculty reductions are necessary, staffing needs based on program offerings shall serve as the guideline for faculty reductions, and faculty shall be retrenched only in departments or programs affected by the conditions set forth in 18.2 above. The date of original appointment shall determine which faculty are retrenched except where the superiority or greater value to the College of a faculty member with lesser seniority can be clearly established. The term "superiority" shall include all factors normally considered in evaluation of faculty exclusive of rank. Retrenchment shall then be in this order:

A. Lecturers
B. Senior lecturers
C. Part-time Assistant Professors, Part-time Associate Professors, Part-time Professors
D. Full-time Faculty

18.7 Faculty removed as a result of retrenchment shall be advised of the opportunity for reinstatement in the same position, or in any position for which the faculty member is qualified, at the College for two years succeeding the year in which retrenchment takes place. A faculty member who is reinstated shall not lose any of his/her previous seniority; however, he/she shall not accumulate additional seniority while retrenched. Any such offer of reinstatement must be accepted within fifteen days of receipt of such offer.

18.8 Faculty members on a leave of absence for any reason will be considered for retrenchment in accordance with the same standards and procedures applicable to all other faculty members under this article.

18.9 In the event that the termination of a unit member's employment occurs under the terms of this article, written notice of that termination, effective August 31, shall be given according to the following schedule:

A. For a unit member holding a first one-year contract expiring at the end of the academic year, not later than March 1.

B. For a unit member holding a second or any subsequent one-year contract or a two-year contract expiring at the end of the academic year, not later than December 15.

C. For a tenured unit member or a unit member holding a rolling contract, not later than September 1.

ARTICLE 19

NO STRIKE - NO LOCKOUT

19.1 The AAUP will not participate in, encourage, or ratify any strike, work stoppage, picketing, slowdown, or other concerted withholding of services by members of the bargaining unit during the terms of this agreement.

19.2 The College will not lock out any members of the bargaining unit during the term of this agreement.

ARTICLE 20

DURATION OF AGREEMENT AND REOPENER CLAUSES

20.1 This agreement and all its terms and provisions shall be effective on September 1, 1984, and shall continue in full force and effect up to and including August 31, 1986.

20.2 Negotiation of a new agreement shall begin no later than eleven months before the expiration of this agreement.

ARTICLE 21

SPECIAL REOPENER: THE AAUP'S RIGHT

21.1 Exclusively under the circumstances described below, the AAUP shall have the right to reopen this agreement for the sole purpose of negotiating the increase or acceleration of the wage increases set forth in 12.2.

21.2 Notice of reopening must be given to the College in writing on or before September 20 in order to apply to a wage increase scheduled to begin on September 1 and which would have first been reflected in salary checks issued on September 25; and on or before February in order to apply to a wage increase scheduled to begin on February 1, and which would have first been reflected in salary checks issued on February 25.

21.3 The right to reopen can only be exercised by the AAUP under circumstances in which the rate of inflation threatens the welfare of the faculty, and when there is evidence that the College can afford the increase or acceleration proposed by the AAUP because student enrollment is higher than anticipated, or because the College has obtained substantial unencumbered funds.

21.4 In the event that the circumstances outlined in 21.3 do not materialize, any action taken under the terms of 21.3 shall be rescinded.

ARTICLE 22

SPECIAL REOPENER: THE COLLEGE'S RIGHT

22.1 Exclusively under the circumstances described below, the College shall have the right to reopen this agreement for the sole purpose of negotiating the reduction or postponement of the wage increases set forth in 12.2.

22.2 Notice of reopening must be given to the AAUP in writing on or before September 20 in order to apply to a wage increase otherwise scheduled to begin on September 1 and which would have first been reflected in salary check issued on September 25; and on or before February 20 in order to apply to a wage increase otherwise scheduled to begin on February 1 and which would have first been reflected in salary checks issued on February 25.

22.3 The right to reopen can only be exercised by the College under circumstances in which payment of the wage increase would threaten the financial viability of the College and would seriously jeopardize the maintaining of a balanced budget (e.g., when student enrollment falls significantly below anticipated levels or when major unanticipated expenses are incurred) and when the College can demonstrate that further cutting of costs and expenses in areas other than faculty salary increases is impossible.

22.4 In the event that the circumstances outlined in 22.3 do not materialize, any action taken under the terms of 22.3 shall be rescinded.

22.5 A dispute over the right to reopen is subject to the grievance and arbitration provisions of this agreement (Articles 14 and 15). A dispute over the amount of the wage increase is not subject to the grievance and arbitration procedures of this agreement.

ARTICLE 23

SUPERSESSION OF OTHER DOCUMENTS BY THIS CONTRACT

In the event that the terms of any other document regarding the relationship between the College and the bargaining unit or a member of the bargaining unit shall be inconsistent with the terms of this contract, the terms of this contract shall prevail.

ARTICLE 24

AMENDMENT OF THE CONTRACT

By mutual consent of the College and the AAUP, this contract may be amended.

ARTICLE 25

ANTI-NEPOTISM

It is the goal of the College that all faculty appointments and promotions be made entirely on the basis of merit. In order to guarantee this, the following procedures shall apply:

1. No member of the College administration shall participate in the final decision when a faculty appointment, promotion, re-appointment, or termination for a spouse, relative or personal friend is under consideration.

2. No member of the bargaining unit shall participate in the final vote when a faculty promotion, re-appointment, or termination for a spouse or relative is under consideration. No member of the bargaining unit shall participate in the final vote when the initial faculty appointment of a spouse, relative, or personal friend is under consideration.

In either case, however, the member of the administration or the member of the bargaining unit may submit a letter of recommendation to the file of the spouse, relative, or personal friend.

ARTICLE 26

ITEMS TO BE AGREED UPON AT A FUTURE DATE

ARTICLE 27

The undersigned are duly representatives of Curry College and the Curry A.A.U.P., and hereto have executed this agreement on the date indicated below.

For the College:

William L. Boyle, Jr.
President, Curry College

Edward H. Hastings
Dean of the College
Chief Negotiator

For the A.A.U.P.:

Harlene Caroline
President, Curry A.A.U.P.

Marlene Samuelson
Vice-President for Collective Bargaining

Date: December 18, 1984

END

DEPT. OF EDUCATION

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ERIC

DATE FILMED

OCTOBER

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